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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Srivastava *et al.*

Confirmation No.: 2913

Application No.: 10/070,875

Group Art Unit: 1644

Filed: August 21, 2002

Examiner: SZPERKA, Michael Edward

For: METHODS AND COMPOSITIONS
FOR THE TREATMENT AND
PREVENTION OF GRAFT
REJECTION USING HEAT SHOCK
PROTEINS

Attorney Docket No.: 8449-086-999
(CAM #708584-999085)

TRANSMITTAL OF REVOCATION AND POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Applicants submit herewith a Revocation and Power of Attorney executed by Thomas E. DeJulio, General Counsel of Fordham University, the Assignee of the entire interest in the above-identified patent application by way of an Assignment from the inventors in the above-identified application to Fordham University (a copy of which is enclosed herewith).

It is estimated that no fee is due in connection with this transmittal. In the event that a fee is required, please charge the required fee to Jones Day Deposit Account No. 50-3013.

Respectfully submitted,

Date: January 27, 2005

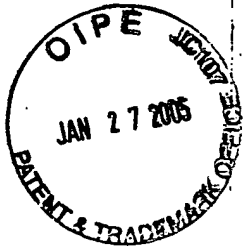

Adriane M. Antler (Reg. No.) 32,605

JONES DAY
222 East 41st Street
New York, New York 10017
(212) 901-9028

14 Jan 05 14:36 212-755-7306

1-718-817-3115 Jones Day

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**POWER OF ATTOR****IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**Application of: *Srivastava et al.*

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Attorney Docket No.: 8449-086-999

REVOCATION AND POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Fordham University (assignee) hereby revokes any and all previous powers and appoints:

☒ Practitioners at Customer Number 20583

as its attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please direct all correspondence address for the above-identified application to:

☒ The above mentioned Customer Number.

☒ Firm or Individual Name:

Address: Jones Day, 222 East 41st Street, New York, New York 10017

Telephone: (212) 901-9028

Fordham University is the:

- ☐ Applicant/Inventor
☒ Assignee of record of the entire interest. See 37 CFR 3.71.
 (Statement under 37 CFR 3.73(b) is applicable)

Statement Under 37 C.F.R. 3.73(b)

Fordham University states that it is:

- ☒ the assignee of the entire right, title, and interest; or
☐ an assignee of less than the entire right, title and interest.
 The extent (by, percentage) of its ownership interest is %

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in the patent application/patent identified above by virtue of either:

- ☒ An assignment from the inventors of the patent application identified above. The assignment of application Serial No. 10/070,875, was recorded in the United States Patent and Trademark Office on August 21, 2002 at Reel 013218, Frame 0910.
- ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to current assignee as shown below:
- From: To:
The document was recorded in the United States Patent and Trademark Office on Reel , Frame , or for which a copy thereof is attached.
- ☐ Additional documents in the chain of title are listed on a supplemental sheet.
- ☐ Copies of assignments or other documents in the chain of title are attached.
[Note: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 2: the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

ASSIGNEE: Fordham University

Date:

14 January 2005

Signature:



Typed Name:

THOMAS E. DE JULIO

Position/Title:

GENERAL COUNSEL

Note: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required.

- ☒ Total of one (1) form is submitted.

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ASSIGNMENT

WHEREAS, WE, Pramod K. Srivastava and Rajiv Y. Chandawarkar, ASSIGNORS, citizens of India, respectively residing at 70 Pheasant Run, Avon, Connecticut 06001 and 8181 El Mundo, Apt. 1606, Houston, Texas, 77054, are the inventors of the invention in: **METHODS AND COMPOSITIONS FOR THE TREATMENT AND PREVENTION OF GRAFT REJECTION USING HEAT SHOCK PROTEINS** for which we have executed an application for a Patent of the United States

☐ which is executed on ☐ even date herewith or ☐ _____

☒ which is identified by Pennie & Edmonds LLP docket no. 8449-086-999

☒ which was filed on March 11, 2002, as Application No. 10/070,875; national stage of International Application No. PCT/US00/24711 filed September 8, 2000

and WHEREAS, **FORDHAM UNIVERSITY**, an educational, non-profit organization organized and existing under the laws of the state of New York, and having an office for the transaction of business at 441 East Fordham Road, Bronx, New York 10458, ASSIGNEE, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures:

Date 8/9/02, 2002 Pramod K. Srivastava L.S.

Date _____, 2002 Rajiv Y. Chandawarkar L.S.

State of CT
County of Hartford } ss.: Forminglau
On August 9, 2002, before me, Susan Wasik, Notary Public,
personally appeared Pramod K. Srivastava, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Susan Wasik
My Commission Exp. Jan. 31, 2005

ASSIGNMENT

WHEREAS, WE, Pramod K. Srivastava and Rajiv Y. Chandawarkar, ASSIGNORS, citizens of India, respectively residing at 70 Pheasant Run, Avon, Connecticut 06001 and 8181 El Mundo, Apt. 1606, Houston, Texas, 77054, are the inventors of the invention in: **METHODS AND COMPOSITIONS FOR THE TREATMENT AND PREVENTION OF GRAFT REJECTION USING HEAT SHOCK PROTEINS** for which we have executed an application for a Patent of the United States

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☒ which was filed on March 11, 2002, as Application No. 10/070,875; national stage of International Application No. PCT/US00/24711 filed September 8, 2000

and WHEREAS, **FORDHAM UNIVERSITY**, an educational, non-profit organization organized and existing under the laws of the state of New York, and having an office for the transaction of business at 441 East Fordham Road, Bronx, New York 10458, ASSIGNEE, is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date _____, 2002 _____ L.S.
Pramod K. Srivastava

Date 8.16, 2002 _____ L.S.
Rajiv Y. Chandawarkar

State of _____ }
County of _____ } SS.:

On _____, 2002, before me, _____, Notary Public, personally appeared **Pramod K. Srivastava**, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

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State of }
County of } SS.:

On August 16, 2002, before me, Charlotte Kendall, Notary Public, personally appeared Rajiv Y. Chandawarkar, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Charlotte Kendall

